



**AGENCY:** INDIANA DEPARTMENT OF  
ENVIRONMENTAL  
MANAGEMENT (IDEM)

**TITLE:** 2016 DIESELWISE INDIANA - CLEAN DIESEL  
ACROSS INDIANA

**ACTION:** GRANT ANNOUNCEMENT FOR  
SOLICITATION OF CLEAN DIESEL PROJECTS

**DATES:** The closing date for receipt of applications is **December 15, 2016, 5:00 p.m. ET**. Grant applications may be submitted via postal or express overnight mail, or electronically. Grant applications submitted via postal or express overnight mail must be postmarked by the closing date. The elements of a grant application are described in Section IV, B below. Electronic grant applications must be submitted in Microsoft Word or PDF format to Mr. Shawn M. Seals at [SSeals@idem.IN.gov](mailto:SSeals@idem.IN.gov). Electronic submissions will be considered timely upon receipt, not transmission. An e-mail response confirming receipt of electronic applications will be provided on or before the closing date when possible. Facsimile and late submissions will not be accepted.

**SUMMARY:** This action announces funding availability for projects designed to significantly reduce diesel emissions across Indiana.

**FUNDING and AWARDS:** The total estimated funding for this competitive grant opportunity is approximately \$500,000. DieselWise Indiana anticipates awarding cooperative agreements from this announcement ranging from \$20,000 to \$250,000, subject to availability of funds and the quality of proposals received. Additional funds may be available in the near future. Project proposals submitted under this grant opportunity may be awarded from these additional funds.

Preference will be given to applicants that are willing to provide a financial match and/or in-kind match (over and above any required matches as detailed in Section I, B below), provide actual historic idling hours, supply pre-installation and post-installation idling hours on any current equipment utilizing idle reduction technology, provide annual fuel

usage estimates, and a demonstrated commitment to maximize the use of any installed diesel emissions reduction technology.

## **CONTENTS BY SECTION**

- I. Grant Opportunity Description
- II. Award Information
- III. Eligibility Information
- IV. Application and Submission Information
- V. Application Review Information
- VI. Proposal Submission Checklist
- Appendix A Current Grant Agreement Example

## **Section I – Grant Opportunity Description**

### **A. Background**

IDEM's DieselWise Indiana program (DieselWise Indiana) is announcing grant opportunities for clean air projects that will significantly reduce diesel emissions across Indiana. Approximately \$500,000 is being made available. Due to the funding sources for the solicitation; some—but not all—projects must involve diesel engines and vehicles (public or private) that serve public needs in Northern Indiana. Public-private partnerships are eligible provided the improved vehicles are owned and operated by entities serving a public need. Applications that meet all requirements but are located outside of these specific areas and are within the Northern Indiana Public Service Company's electric service territory will also be considered. This electric service territory can be found at: <https://www.nipsco.com/docs/default-source/about-nipsco-docs/serviceterritorymap-sept-2011.pdf>. As a member of the Midwest Clean Diesel Initiative (MCDI), DieselWise Indiana has implemented clean diesel projects on over 2,200 vehicles across Indiana with a total investment of nearly \$10,000,000. Funding for this DieselWise Indiana program will be in the form of cooperative agreements, which must be used to achieve significant reductions in diesel emissions in terms of: (1) tons of pollution produced; and (2) diesel emissions exposure, particularly from fleets operating in areas designated by the United States Environmental Protection Agency (U.S. EPA) as air quality nonattainment or maintenance areas.

The effect of diesel emissions on air quality and human health is a concern to DieselWise Indiana and the citizens of Indiana. IDEM began an initiative to reduce diesel emissions in 2000. IDEM's early focus was on reducing diesel emissions in Northwest Indiana. This initiative is commonly referred to as the Northwest Indiana Diesel Emissions Initiative. Lake, Porter, and LaPorte counties have a high volume of heavy-duty diesel traffic, a large number of long-term parking facilities, and a significant amount of long-term idling. This area also contains a large population with many residential neighborhoods located in close proximity to these facilities. In partnership with the School Transportation Association of Indiana (STAI), IDEM introduced a voluntary

reduced idling program. This policy was unanimously adopted by STAI members at the annual conference in 2004. In 2005, IDEM introduced the DieselWise Indiana program to take the clean diesel lessons learned in Northwest Indiana across the remainder of the state. Since that time, the DieselWise Indiana program has worked with municipal, school, and public transportation entities, as well as private companies across Indiana to retrofit vehicles with diesel oxidation catalysts (DOCs), diesel particulate filters (DPFs), closed crankcase ventilation systems, aerodynamic technologies, low rolling resistance tires, and idle reduction technologies. In addition to these retrofit projects, the DieselWise Indiana program has partnered with public entities and private companies on nonroad and marine diesel engine replacement and repowers projects. The DieselWise Indiana program has also provided funds for clean diesel projects at Indiana port and rail facilities. All of these projects have dramatically reduced harmful diesel emissions and improved the quality of life for Indiana citizens living and working in the area.

IDEM, through its commissioner, is authorized to conduct clean diesel projects by Indiana Code which reads as follows:

### **IC 13-17-3-9**

#### **Powers of commissioner to assist affected or interested groups**

Sec. 9. (a) The commissioner shall assist and cooperate with other groups interested in and affected by air pollution.

(b) The commissioner may do the following:

(1) Advise, consult, and cooperate with:

- (A) other state agencies;
- (B) towns, cities, and counties;
- (C) industries;
- (D) other states;
- (E) the federal government; and
- (F) affected groups;

in the prevention and control of new and existing air contamination sources within Indiana.

(2) Encourage and conduct studies, investigations, and research relating to the following:

- (A) Air pollution.
- (B) The causes, effects, prevention, control, and abatement of air pollution.

(3) Collect and disseminate information relating to the following:

- (A) Air pollution.
- (B) The prevention and control of air pollution.

(4) Encourage voluntary cooperation by persons, towns, cities, and counties or other affected groups in restoring and preserving a reasonable degree of purity of air within Indiana.

(5) Encourage authorized air pollution agencies of towns, cities, and counties to handle air pollution problems within their respective jurisdictions to the greatest extent possible.

- (6) Upon request, provide technical assistance to towns, cities, or counties requesting technical assistance for the furtherance of air pollution control.
- (7) Represent the state in all matters pertaining to plans, procedures, or negotiations for interstate compacts in relation to the control of air pollution.
- (8) Accept and administer grants or other money or gifts for the purpose of carrying out any of the functions of air pollution control laws.

*As added by P.L.1-1996, SEC.7.*

## **B. Scope of Work**

Approximately \$500,000 will be awarded to eligible projects that include onroad or nonroad diesel-powered equipment in the State of Indiana. Eligible diesel emission reduction technologies include, but are not limited to, exhaust retrofit technologies, idle reduction technologies, diesel engine upgrades, diesel engine repowers, diesel vehicle replacements, aerodynamic technologies, and low rolling resistance tires. All emission reduction technologies must be certified or verified by the California Air Resources Board (CARB) and/or U.S. EPA.

### Diesel Emissions Reduction Project Proposal Areas

***Exhaust Retrofit Technologies:*** A “retrofit” project is defined broadly to include any technology, device, or system that when applied to an existing diesel engine achieves emission reductions beyond that required by U.S. EPA regulations at the time of the engine’s certification. Retrofit technologies may include, but are not limited to, the following: U.S. EPA-verified exhaust retrofit technologies (i.e. those installed in the exhaust system like DOCs and DPFs or systems that include crankcase control, like a closed crankcase filtration system, and engine re-calibrations); and California Air Resources Board (CARB) verified emission control technologies. The CARB-verified technology list can be found at: <http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>. U.S. EPA’s Verified Technology List is located at <http://epa.gov/cleandiesel/verification/verif-list.htm>.

DieselWise will cover up to **100%** of the total cost of eligible exhaust retrofit projects.

***Idle Reduction Technologies:*** An idle reduction project is defined as the installation of a technology or device to onroad or nonroad diesel-powered engines that is designed to provide services (such as heat, air conditioning, or electricity) to vehicles and equipment that would otherwise require the operation of the main drive engine while the vehicle is temporarily parked or remains stationary or that reduces unnecessary idling of such vehicles or equipment. The reduction in idling must also lower emissions. Diesel-powered auxiliary power units and generators are not eligible for vehicles with 2007 or newer certified engine configurations on long haul Class 8 vehicles. Non-diesel-powered

auxiliary power units and generators (i.e. battery air conditioning systems, fuel operated heaters, and thermal storage systems) are eligible for funding for vehicles with 2007 and newer certified engine configurations.

A list of U.S. EPA verified idle reduction technologies is available at <http://www.epa.gov/smartway/forpartners/technology.htm>. Technologies proposed for funding under this category must be specifically named on this list, and may only be used for the vehicle application specified on the list (i.e. long haul trucks, school buses, locomotives, etc. as identified on the verification website). The technology categories include:

1. Auxiliary power units and generator sets;
2. Battery air conditioning systems;
3. Thermal storage systems;
4. Electrified parking spaces (truck stop electrification);
5. Fuel operated heaters;
6. Shore connection systems and alternative maritime power;
7. Shore connection systems for locomotives; and,
8. Automatic shutdown/start-up systems for locomotives.

Please note that technologies for the electrification of engines/vehicles/equipment other than those specifically listed above cannot be considered verified idle reduction technologies, but may be eligible as a Repower (removal of a diesel engine and its replacement with an electric power source) or a Replacement (replacement of a diesel-powered engine/vehicle/equipment with an eligible electric engine/vehicle/equipment).

Following project implementation, DieselWise Indiana may monitor the Grantee to ensure that the emission and fuel consumption goals are met as set forth in Section I, D. For a period of 12 months after project completion, the Grantee may be required to provide quarterly reports to DieselWise Indiana that outline how the project has met the terms and conditions of the grant agreement.

DieselWise will cover up to **100%** of the total cost of idle reduction technology if the technology is installed **on the same vehicle and at the same time as a new eligible verified exhaust retrofit technology**.

DieselWise will cover up to **100%** of the total cost of the idle reduction technology on **model-year 2006 and older school buses** that had previously been retrofitted with verified exhaust retrofit technology.

DieselWise will cover up to **40%** of the total cost of U.S. EPA SmartWay verified **shore connection** systems and **truck stop electrification** projects.

DieselWise will cover up to **25%** of the total cost of U.S. EPA SmartWay verified idle reduction technology for **locomotives**. Automatic Engine Start-Stop

technologies are only eligible to be installed on locomotives currently certified to Tier 0 or unregulated.

***Diesel Engine Upgrades:*** Some engines may be able to be upgraded to reduce their emissions by applying manufacturer recommended upgrades or kits to certified or verified configurations. An eligible engine upgrade project must include a manufacturer upgrade that is a retrofit verified by U.S. EPA and/or CARB as a package of components demonstrated to achieve specific levels of emission reductions. In the case of an engine upgrade with a “kit” applied at the time of rebuild, funding under this program cannot be applied to the entire cost of the engine rebuild, but only the incremental cost of the upgrade “kit” and associated labor costs for installation.

Note: Engine upgrades may not be available for all engines, and not all upgrades may achieve an emissions benefit. To be funded, the upgrade must either be verified or result in an emissions benefit by meeting a more stringent U.S. EPA emission standard. For an engine to be eligible for an upgrade, the engine must be currently operating and performing its intended function. DieselWise Indiana suggests that the application also include the availability of engine upgrades and indicate the pre and post project standard levels of the engines in order to ensure that the upgrade will result in an emissions benefit.

A list of eligible, EPA verified engine upgrade technologies is available at: <http://www.epa.gov/cleandiesel/verification/verif-list.htm>. Lists of certified remanufacture systems for locomotives and marine engines, and additional information on remanufacture systems, are available at: <http://www.epa.gov/otaq/certdata.htm>. Verified or certified upgrades must exist for the specific vehicle/engine application specified in the proposal at the time of proposal submission to EPA. If selected for funding, verified technologies used by the grant recipient must be specifically named on EPA’s list of certified remanufacture systems or EPA or CARB’s Verified Exhaust Control Technologies lists at the time of acquisition, and used only for the vehicle/engine applications specified on the lists, in order to be eligible for funding.

DieselWise will cover up to **40%** of the total cost of U.S. EPA certified upgrades for **locomotive** and **marine engines**.

***Diesel Engine Repowers:*** Repower refers to the removal of an existing diesel engine and replacing it with a newer, cleaner engine that meets a more stringent set of engine emission standards. Repowers may include engine replacement for use with a cleaner fuel such as compressed natural gas, re-calibrations, or other components or the addition of newer, cleaner technologies to reduce the emissions from the engines. DieselWise Indiana is particularly interested in engine repowers that include combined, verified improvements which will further reduce emissions (i.e. through the addition of verified retrofit technologies such as DOCs, DPFs, or crankcase emission control). Please see the note below regarding repower and replacement proposals for additional eligibility requirements, such as original engine disposal requirements.

For a repower that involves the removal of an existing diesel propulsion engine and its replacement with a diesel-powered electric generator (genset), the electric generator in a genset together with the newer, cleaner engine are both eligible costs of the repower, subject to the cost-share requirement defined above.

For a stationary or auxiliary genset, repower means the removal of the existing diesel engine from the genset and replacing it with a new, cleaner engine. Only the newer, cleaner engine (labor and equipment) is an eligible cost of the repower, subject to the cost-share requirement defined above.

DieselWise will cover up to **40%** of the total cost of U.S. EPA certified **nonroad** and **onroad diesel engine** repowers.

***Diesel Vehicle and Equipment Replacements:*** Onroad and nonroad diesel vehicles and equipment can be replaced under this program with newer, cleaner vehicles and equipment that operate on diesel or alternative fuels and use engines certified by U.S. EPA and, if applicable, CARB to meet a more stringent set of engine emission standards. Replacement projects can include the replacement of diesel vehicles/equipment with newer, cleaner diesel or hybrid or alternative fuel vehicles/equipment. The replacement vehicle/equipment must be of the same type and similar gross vehicle weight rating or horsepower as the vehicle/equipment being replaced (i.e. a 300 horsepower bulldozer is replaced by a bulldozer of similar horsepower). The replacement vehicle/equipment must perform the same function as the vehicle/equipment that is being replaced (i.e. an excavator used to dig pipelines would be replaced by an excavator that continues to dig pipelines).

1. Nonroad diesel vehicles and equipment - Funding under this program may cover the cost of a newer, cleaner vehicle or piece of equipment powered by a 2013 or newer model year certified nonroad diesel engine. Nonroad engine emission standards are on U.S. EPA's website at <http://www.epa.gov/otaq/standards/nonroad/index.htm>.
2. Onroad diesel vehicles and equipment - Funding under this program may cover the cost of a newer, cleaner vehicle or piece of equipment, powered by an engine certified to the 2013 or newer model year standards for onroad heavy-duty diesel engines, (except for drayage vehicles as detailed below), provided the vehicle or piece of equipment:
  - a. is particulate filter-equipped (or catalyst-equipped in the case of a compressed natural gas engine); and,
  - b. meets regulatory requirements for vehicles or equipment manufactured in 2013 or later.
3. For a stationary or auxiliary genset, replacement means the removal of the entire genset and its replacement with a newer, cleaner genset. The electric generator in a genset together with the newer, cleaner engine is an eligible cost of the replacement, subject to the cost-share requirement defined above.
4. Replacements for Drayage Vehicles - DieselWise Indiana may fund a portion of the replacement cost of eligible drayage trucks.



- a. **Vehicle Eligibility Requirements:** DieselWise Indiana may fund the cost of a replacement drayage truck that meet U.S. EPA's 2010 or newer emission levels for heavy-duty onroad vehicles, and:
  - i. is particulate filter-equipped (or catalyst-equipped in the case of a compressed natural gas engine); and,
  - ii. meets regulatory requirements for heavy-duty onroad vehicles manufactured in 2010 or later model year.
- b. **Scrappage Requirements for Drayage Vehicles:** The purchaser of the eligible drayage truck must scrap an existing drayage truck, following the Repower and Replacement Proposal criteria described below. If your proposal is selected for funding, the grant recipient will be required to establish guidelines to insure that the scrapped vehicle has a history of operating on a frequent basis over the prior year as a drayage truck. For an example of sample guidelines, see page seven of the following PDF file: <http://www.panynj.gov/truckers-resources/pdf/TRP-Pre-Screening-Form.pdf>.
- c. **Drayage Operating Guidelines:** If your proposal is selected for funding, the grant recipient will be required to establish guidelines to insure that all drayage trucks receiving grant funds are operated in a manner consistent with the definition of a drayage truck, as defined below. For an example of sample guidelines, see page seven of the following PDF file: <http://www.panynj.gov/truckers-resources/pdf/TRP-Pre-Screening-Form.pdf>.
- d. **Required/Scheduled Maintenance:** DieselWise Indiana may fund the required/scheduled vehicle maintenance, as specified in the owner's manual, which is necessary to meet the warranty requirements for diesel particulate filters installed on drayage trucks. Funding for required maintenance is available for the duration of the project period.
- e. **Definition of Drayage Truck:** A "Drayage Truck" means any Class 8b in-use, on-road vehicle with a gross vehicle weight rating (GVWR) of greater than 33,000 pounds operating on or transgressing through port or intermodal rail yard property for the purpose of loading, unloading or transporting cargo, such as containerized, bulk or break-bulk goods.

DieselWise will cover up to **25%** of the total cost of **nonroad or onroad** vehicle replacements powered by U.S. EPA certified **model-year 2013 or newer equipment**.

DieselWise will cover up to **50%** of the total cost of **drayage** vehicle replacements powered by U.S. EPA certified **model-year 2010 or newer equipment**.

**Repower and Replacement Proposals** are eligible for funding on the condition that the following criteria are satisfied:



1. The purchase of new vehicles or equipment to expand a fleet is not covered by this program;
2. This program funds the early replacement of vehicles, engines, or equipment (i.e. onroad vehicles, engines, or equipment with at least 5 or more years of useful life remaining, or nonroad vehicles, engines, or equipment with at least 7 or more years of useful life remaining). Vehicle, engine, or equipment replacements that would have occurred through normal attrition are considered to be the result of normal fleet turnover and are not eligible for funding under this program;
3. The replacement vehicle, engine, or equipment will perform the same function as the vehicle, engine, or equipment that is being replaced (i.e. an excavator used to dig pipelines would be replaced by an excavator that continues to dig pipelines);
4. The replacement vehicle, engine, or equipment will be of the same type and similar gross vehicle weight rating or horsepower as the vehicle, engine, or equipment being replaced (i.e. a 300 horsepower bulldozer is replaced by a bulldozer of similar horsepower);
5. The vehicle/equipment being replaced will be scrapped or rendered permanently disabled or returned to the original engine manufacturer for remanufacturing to a certified cleaner emission standard. Drilling a hole in the engine block and manifold and disabling the chassis while retaining possession of the vehicle/equipment is an acceptable scrapping method. Other methods may be considered and will require prior DieselWise Indiana approval. Equipment and vehicle components that are not part of the engine or chassis may be salvaged from the unit being replaced (i.e. plow blades, shovels, seats, tires, etc.). If scrapped or salvaged vehicles/parts are to be sold, program income requirements apply; and,
6. Evidence of appropriate disposal, including engine serial number (SN) and/or vehicle identification number (VIN), is required in a final assistance agreement report submitted to DieselWise Indiana.

***Verified Aerodynamic Technologies and Low Rolling Resistance Tires:*** To improve fuel efficiency, long haul Class 8 trucks can be retrofitted with aerodynamic trailer fairings or the fairings can be provided as new equipment options. Certain tire models can provide a reduction in nitrogen oxide (NO<sub>x</sub>) emissions and fuel savings, relative to the “best selling” new tires for long haul Class 8 trucks, when used on all three axles. DieselWise Indiana is particularly interested in projects that combine aerodynamic technologies with verified retrofit technologies which will further reduce emissions, e.g., through the addition of exhaust retrofit technology such as a DOC, DPF, or crankcase emission control. A list of U.S. EPA verified aerodynamic technologies and low rolling resistance tires is available at <http://www.epa.gov/smartway/forpartners/technology.htm>.

Advanced aerodynamic technologies are not eligible for funding if installed on trucks that have NO<sub>x</sub> aftertreatment.

DieselWise will cover up to **100%** of the total cost of **aerodynamic technologies** or **low rolling resistance tires** if the technology is installed **on the same vehicle and at the same time as a new eligible verified exhaust retrofit technology**.

Funds made available to the DieselWise Indiana program come from a variety of sources. Some of the funding sources carry legally binding geographic, financial, applicability and other requirements. The funding source levels for the 2016 DieselWise Indiana program can be found in the table below.

Summary of Maximum DieselWise Indiana Funding Levels  
(including equipment and labor)

Technology Type or Combination	Maximum % Funding Available
Exhaust Retrofits	Up to 100%
Idle Reduction Technologies	Up to 100%
Diesel Engine Upgrades	Up to 40%
Diesel Engine Repowers	Up to 40%
Diesel Vehicle/Equipment Replacements	Up to 50%
Aero and/or Tires	Not Eligible as Stand Alone
Alternative Fuel Infrastructure	Not Eligible as Stand Alone

Note: Maximum funding levels listed above are dependent upon the type of vehicle and other parameters. These parameters are detailed in the preceding reduction strategies detail section.

### C. Funding Restrictions

If submitted proposal includes the following ineligible activities, that portion of the proposal will be ineligible for funding and may render the entire proposal ineligible for funding.

- 1. Restriction for Mandated Measures:** Pursuant to 42 U.S.C. 16132(d)(2), no funds awarded under this solicitation shall be used to fund the costs of emission reductions that are mandated under federal law. The restriction applies when the mandate takes effect (the effective date) for any affected vehicles, engines or equipment. This restriction does not apply to a mandate in a State Implementation Plan approved by the EPA Administrator under the

Clean Air Act. Voluntary or elective emission reduction measures shall not be considered “mandated,” regardless of whether the reductions are included in the State Implementation Plan.

Specifically, projects involving locomotives and marine engines are not eligible for funding if the emission reductions are required by EPA’s locomotive and marine rule, “Control of Emissions of Air Pollution from Locomotives and Marine Compression-Ignition Engines Less than 30 liters per Cylinder.” Also, projects involving stationary engines will not be considered for funding if the emission reductions proposed for funding are required by EPA’s RICE rule, “National Emission Standards for Hazardous Air Pollutants (NESHAP) for Stationary Reciprocating Internal Combustion Engines (40 CFR Part 63 Subpart ZZZZ). Projects which include locomotives and/or marine engines and/or stationary engines must provide the state and EPA a clear and concise justification for why/how the proposed emission reduction are not subject to the Restriction for Mandated Measures. The justification must clearly demonstrate that:

- the target engines are exempt from any federal requirements; or
- emission reductions funded under the Program will be implemented prior to the effective date of any applicable federal requirements; and/or
- emission reductions funded under this solicitation will not be used to satisfy any applicable federal requirements, but instead are in excess of (above and beyond) those required by the applicable mandate.

Applicants must provide sufficient information to support the justification, including maintenance records, if applicable. The justification must also include a signed letter (Substantiation Letter) from the owner/operator of the subject locomotive(s) and/or marine engine(s) attesting to the accuracy of the information. This information should be included as an attachment to the proposal, and does not count towards the 10-page limit.

2. **Normal Attrition:** Repowers and replacements that would have occurred through normal attrition are considered to be the result of normal fleet turnover and are not eligible for funding under this program. Normal attrition is generally defined as a replacement that is scheduled to take place within 3 years of the project start date. Normal attrition is typically defined by the vehicle or fleet owner’s budget plan, operating plan, standard procedures, or

retirement schedule. For example, if a school bus fleet typically retires vehicles after 20 years, a bus that is currently in its 18th or 19th year of service is not eligible for replacement. A bus that is currently in its 17th year of service and has three years of useful life remaining (as defined by the fleet's retirement schedule) is eligible for replacement. Therefore, DieselWise Indiana 2016 award funds, including recipient cost-share, shall not be used for replacements/repowers that would have occurred through normal fleet turnover prior to September 30, 2019). Normal attrition does not include replacements that must occur due to a state or Local mandate. Any question as to eligibility of a vehicle/equipment replacement or repower should be directed to the DieselWise Indiana Administrator.

3. **Fleet Expansion:** Funding under this Program cannot be used for the purchase of vehicles, engines, or equipment to expand a fleet. Repower and replacement projects are eligible for funding on the condition that the following criteria are satisfied:
  - (a) The replacement vehicle, engine, or equipment will perform the same function and operation as the vehicle, engine, or equipment that is being replaced (e.g., an excavator used to dig pipelines would be replaced by an excavator that continues to dig pipelines).
  - (b) The replacement vehicle, engine, or equipment will be of the same type and similar gross vehicle weight rating or horsepower as the vehicle, engine, or equipment being replaced (e.g., a 300 horsepower bulldozer is replaced by a bulldozer of similar horsepower). Horsepower increases of more than 25 percent require specific written approval from the DieselWise Indiana Administrator prior to purchase, and the grantee/subgrantee may be required to pay the additional costs associated with the higher horsepower equipment.
  - (c) The engine being replaced will be scrapped or rendered permanently disabled within ninety (90) days of the replacement, or remanufactured to a certified cleaner emission standard. Permanently disabling the engine while retaining possession of the engine is an acceptable scrapping method. Cutting a three inch by three inch hole in the engine block (the part of the engine containing the cylinders) is the preferred scrapping method. Remanufacturing shall be performed by the original engine manufacturer, or by a dealership/distributor that has a service program that is sponsored/backed by original engine manufacturer warranties (i.e. the new, remanufactured and upgraded engine is

warranted by the OEM). Non-road engines shall be remanufactured to the cleanest certified emission standard possible. Highway engines shall be remanufactured to Model Year (MY) 2007 or newer certified emission standards. Remanufacturing must be completed during the project period. Other acceptable scrappage methods may be considered and will require prior written approval from the DieselWise Indiana Administrator. If scrapped or remanufactured engines are to be sold, program income requirements apply.

(d) The vehicle/equipment being replaced will be scrapped or rendered permanently disabled within ninety (90) days of the replacement, or remanufactured to a certified cleaner emission standard. Permanently disabling the chassis and disabling or remanufacturing the engine (see above) while retaining possession of the vehicle/equipment is an acceptable scrapping method. The engine will be scrapped or disabled as described above in 3(c). Disabling the chassis may be completed by cutting through the frame/frame rails on each side at a point located between the front and rear axles. Other acceptable scrappage methods may be considered and will require prior written approval from the DieselWise Indiana Administrator. Vehicle/equipment components that are not part of the engine or chassis may be salvaged from the unit being replaced (e.g. plow blades, shovels, seats, etc.). If scrapped or remanufactured vehicles/equipment or salvaged vehicle/equipment chassis or components are to be sold, program income requirements apply.

(e) Evidence of appropriate disposal (such as digital photos of the engine tag showing serial number, engine family number, and engine model year, and of the destroyed engine block and cut frame rails or other structural components) is required in a final assistance agreement report submitted to DieselWise Indiana.

(f) For tire replacement projects, the original tires should be scrapped according to local or state requirements, or the tires can be salvaged for reuse or retreading. If salvaged tires are sold, program income requirements apply.

4. **Formerly Verified Technologies:** No funds awarded under this solicitation shall be used for retrofit technologies on EPA's or CARB's, "Formerly Verified Technologies" lists. EPA's formerly verified list can be found at: [www.epa.gov/verified-diesel-tech/list-formerly-verified-technologies-clean-](http://www.epa.gov/verified-diesel-tech/list-formerly-verified-technologies-clean-)

[diesel](http://www.arb.ca.gov/diesel/verdev/vt/fv1.htm), and CARB's formerly verified lists can be found at:  
[www.arb.ca.gov/diesel/verdev/vt/fv1.htm](http://www.arb.ca.gov/diesel/verdev/vt/fv1.htm),  
[www.arb.ca.gov/diesel/verdev/vt/fv2.htm](http://www.arb.ca.gov/diesel/verdev/vt/fv2.htm), and  
[www.arb.ca.gov/diesel/verdev/vt/fv3.htm](http://www.arb.ca.gov/diesel/verdev/vt/fv3.htm).

5. **Fueling Infrastructure:** No funds awarded under this solicitation shall be used for fueling infrastructure, such as that used for the production and/or distribution of biodiesel, compressed natural gas, liquefied natural gas, and or other fuels.
6. **Single-Wide Wheels:** No funds awarded under this solicitation shall be used for the purchase of single-wide wheels except where a fleet is retrofitting from standard dual tires to SmartWay-verified single-wide low rolling resistance tires. In this case, the cost of single-wide wheels would be acceptable as additional equipment necessary to use the SmartWay verified technology.
7. **Tires and Aerodynamics:** No funds awarded under this solicitation shall be used for the purchase of low rolling resistance tires or advanced aerodynamic technologies if similar technologies have previously been installed on the truck or trailer.
8. **Auxiliary Power Units:** No funds awarded under this solicitation shall be used for the purchase of APUs or generators for vehicles with 2007 or newer certified engine configurations on long haul Class 8 vehicles.
9. **On-highway Model Year:** No funds awarded under this solicitation shall be used to retrofit, repower, convert or replace a transit bus, medium-duty, or heavy-duty highway vehicle with engine model year 1990 older, or to retrofit engine model year 2007 or newer with DOCs or DPFs, or retrofit engine model year 2010 or newer with SCR, or replace engine model year 2004-2006 with other than with an all-electric vehicle, or replace, repower or convert engine model year 2007 or newer. Refer to Table 1 for further explanation.

**Table 1: Medium and Heavy-Duty Trucks and Transit Buses Funding Restrictions**

Current Vehicle Model Year	DOC	DPF	SCR	Replace with 2010 or Newer (Dray Only)	Replace with 2013 or Newer	Repower or Conversion of Engine to Higher Certification Level	Replace, Repower or Convert to All-Electric (Includes Dray)
1991 to 2003	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2004 to 2006	Yes	Yes	Yes	No	No	Yes	Yes
2007 to 2009	No	No	Yes	No	No	No	No
2010 to Current	No	No	No	No	No	No	No

**10. School Bus Model Year:** No funds awarded under this solicitation shall be used to retrofit, repower, convert or replace a school bus with engine model year 1990 or older, or replace school buses with engine model year 2004-2006 other than with an all-electric vehicle, or retrofit, replace, repower or convert school buses with engine model year 2007 or newer. Refer to Table 2 for further explanation.

**Table 2: School Bus Funding Restrictions**

Current Vehicle Model Year	DOC	DOC + CCV	DPF	Replace with 2013 or Newer	Repower or Conversion of Engine to Higher Certification Level	Replace, Repower or Convert to All-Electric (Includes Dray)
1991 to 2003	Yes	Yes	Yes	Yes	Yes	Yes
2004 to 2006	Yes	Yes	Yes	No	Yes	Yes
2007 to Current	No	No	No	No	No	No

**11. Nonroad Useful Life and Operating Hours:** No funds awarded under this solicitation shall be used to retrofit, repower, upgrade or replace a nonroad engine or equipment that has less than seven years of useful life remaining. A table distinguishing which nonroad engine model years EPA has determined to have at least seven years of useful life remaining, based on the type and age of vehicle, can be found at [www.epa.gov/sites/production/files/2015-10/documents/fy14-nonroad-remaining-useful-life.pdf](http://www.epa.gov/sites/production/files/2015-10/documents/fy14-nonroad-remaining-useful-life.pdf). No funds awarded under this solicitation shall be used to retrofit, repower, replace or upgrade nonroad engines and equipment that operate less than 500 hours per year.

**12. Nonroad Repower/Replacement:** No funds awarded under this solicitation shall be used to repower or replace nonroad Tier 0 (unregulated) engines to a



nonroad Tier 1 or lower nonroad engine standard or from a Tier 2 nonroad engine standard to a Tier 3 or lower nonroad engine standard. Refer to Table 3 for further explanation.

**Table 3: Nonroad Engine Funding Restrictions**

Current Engine Tier	Repowered or Replaced 2013 or Newer Certified Engine				
	Tier 0	Tier 1	Tier 2/3	Tier 4	All-Electric
Tier 0 or Tier 1	No	No	Yes	Yes	Yes
Tier 2 or Tier 3	No	No	No	Yes	Yes

**13. Locomotive and Marine Operating Hours:** No funds awarded under this solicitation shall be used to retrofit, repower, replace, upgrade or install idle reduction technologies on eligible locomotives or marine engines that operate less than 1000 hours per year.

**14. Marine Repower/Replacement/Upgrade:** No funds awarded under this solicitation shall be used to repower, replace or upgrade Tier 3 or Tier 4 marine engines, or to repower or replace marine engines from Tier 1 marine engine standard to Tier 1 marine engine standard, or from a Tier 2 marine engine standard to a Tier 2 or lower marine engine standard. Refer to Table 4 for further explanation.

**Table 4: Marine Engines Funding Restrictions**

Current Engine Tier	Repowered or Replaced New Certified Engine				Certified Engine Upgrade (Remanufacture System)	Verified Engine Upgrade
	Tier 1	Tier 2	Tier 3	Tier 4		
Unregulated	Yes	Yes	Yes	Yes	Yes	Yes
Tier 1	No	Yes	Yes	Yes	Yes	Yes
Tier 2	No	No	Yes	Yes	Yes	Yes
Tier 3 and Tier 4	No	No	No	No	No	No

**15. Marine Shore Connection:** No funds awarded under this solicitation shall be used for marine shore connection system projects that are expected to be utilized less than 2,000 MW-hr/year.

**16. Locomotive Retrofit/Repower/Replacement/Upgrade:** No funds awarded under this solicitation shall be used to retrofit unregulated or Tier 0

locomotives with SCR, or to upgrade, repower or replace locomotives from: Tier 0+/1 to Tier 0+ or lower; Tier 1+/2 to Tier 1+ or lower; Tier 2 to Tier 1+ or lower; or, from Tier 2+ to Tier 2+ or lower. Additionally, no funds awarded under this RFP shall be used upgrade, repower or replace line-haul locomotives from Tier 2 to Tier 4, or to upgrade, repower or replace line-haul locomotives from Tier 2+ to Tiers 3 and 4. No funds awarded under this solicitation shall be used to install Automatic Engine Start-Stop technologies on locomotives currently certified to Tier 0+ or higher. Refer to Table 5 for further explanation.

**Table 5: Locomotive Engines Funding Restrictions**

Current Locomotive Tier	New Locomotive Tier					Verified Exhaust Controls
	Tier 0+	Tier 1+	Tier 2+	Tier 3	Tier 4	SCR
Unregulated and Tier 0	Yes	Yes	Yes	Yes	Yes	No
Tier 0+ and Tier 1	No	Yes	Yes	Yes	Yes	Yes
Tier 1+	No	No	Yes	Yes	Yes	Yes
Tier 2	No	No	Yes	Yes	Yes*	Yes
Tier 2+	No	No	No	Yes*	Yes*	Yes

\* Applies to switcher locomotives only

Note: Tier 0+, Tier 1+, and Tier 2+. Tier 3, and Tier 4 represent locomotives manufactured or remanufactured under the more stringent Tier standards promulgated under the 2008 (current) locomotive and marine rule. Tier 0, Tier 1, and Tier 2 represent locomotives originally manufactured or remanufactured under the less stringent Tier standards promulgated in 1997.

**17. Locomotive Shore Connection:** No funds awarded under this solicitation shall be used for locomotive shore connection system projects that are expected to be utilized less than 1,000 hours/year.

## **D. Anticipated Outcomes**

Through these projects the DieselWise Indiana program anticipates the following benefits:

1. Provide an example of the benefits of onroad or nonroad emission reduction technologies that can be implemented in other areas and applications.

2. Improved air quality via the reduction of NO<sub>x</sub>, hydrocarbon, carbon monoxide, particulate matter, and air toxic emissions from medium and heavy-duty diesel engines.
3. Reduced fuel and oil consumption and other fluid or solid waste from idling diesel vehicles.
4. Reduced maintenance costs associated with diesel vehicle idling.
5. Reduced noise levels associated with diesel vehicle idling.
6. Improved quality of life for the population residing in close proximity to the areas where diesel equipment operation is common.
7. After these projects are fully implemented, the DieselWise Indiana program will have the ability to assess the benefits of these projects for marketing similar diesel emission reduction strategies in the future.

## **Section II – Award Information**

### **A. What is the Amount of Funding Available?**

The total estimated funding for this competitive grant opportunity is approximately \$500,000. DieselWise Indiana anticipates awarding cooperative agreements from this announcement ranging from \$20,000 to \$250,000, subject to availability of funds and the quality of proposals received. Additional funds may be available in the near future. Project proposals submitted under this grant announcement may be awarded funding from these additional funds.

### **B. Funding Allocations**

**Note:** Although an applicant may receive multiple awards, no individual award shall exceed \$250,000 dollars. The number and amount of awards, and projected categorical funding allocations, are subject to both available funds and the quality of the proposals submitted. DieselWise Indiana reserves the right to partially fund proposals by funding discrete activities, portions, or phases of the proposed projects. If DieselWise Indiana decides to partially fund the proposal, it will do so in a manner that does not prejudice any Grantee or affect the basis upon which the proposal was evaluated and selected for award, and that maintains the integrity of the competition and the evaluation process.

The awards resulting from this solicitation will result in a formal agreement between the Grantee and IDEM. An example agreement is included in Appendix A. IDEM's DieselWise Indiana program role will be as follows:

1. Close monitoring of the Grantee's performance to verify the results proposed by the Grantee;

2. Collaborate during the performance of the scope of work;
3. Approve substantive terms of proposed grants and contracts;
4. Review qualifications of the Grantee's and contractor's key personnel;
5. Review and verify information contained in reports prepared under the cooperative agreements; and,
6. Reimbursement in arrears of monies spent by the Grantee in accordance with the formal agreement. This reimbursement will be for project-related costs paid by the Grantee directly to technology vendor. All payment obligations will be made in arrears in accordance with Indiana law and state fiscal policies and procedures.

**C. What is the Project Period for Awards Resulting from this Solicitation?**

All projects implemented as a result of grant awards under this program must be completed by **September 30, 2017** to qualify for reimbursement.

**D. Are Matching Funds Required?**

Yes. Preference will be given to proposals that include a financial cost-share or in-kind match over and above those detailed in this announcement. This will enable the DieselWise Indiana program to maximize the total funds available. As a point of reference, selected applicants from the 2010 through 2015 DieselWise Indiana programs provided an average of roughly 125% or \$1.25 for each dollar provided by the DieselWise Indiana program. Please refer to Section V, Evaluation Criteria, for further information.

## **Section III – Eligibility Information**

### **Eligible Entities**

This is a competitive grant program open to public and private entities that operate diesel powered equipment. Public entities, for example, may include school bus, city bus, public works, and sanitation fleets. Private entities may include private bus fleets, private trucking companies with a local hub and localized routes, industrial equipment, and nonroad equipment or machinery (i.e. construction equipment).

## **Section IV – Application and Submission Information**

### **A. How to Apply**

An electronic copy of this solicitation for clean diesel projects can be requested from Mr. Shawn M. Seals at (317) 233-0425 or [SSeals@idem.IN.gov](mailto:SSeals@idem.IN.gov). Copies may also be downloaded from the DieselWise Indiana Web site at <http://www.in.gov/idem/airquality/2561.htm>.

### **B. Content and Form of Application Submission**

The grant application must contain the following information, preferably in the sequential order shown:

1. Signed cover letter on the applicant's letterhead that briefly summarizes the applicant's proposal.
2. If the applicant is a privately-owned entity, the application must include a completed and signed copy of the Automated Direct Deposit Authorization Agreement. If the applicant is claiming an Indiana Business preference, then the Indiana Economic Impact Proposals and Contracts Form must be included. If the applicant is claiming a Minority and Women's Business Enterprise preference, the application must include an MWBE Commitment Form. If the applicant is claiming a Veterans Business Enterprise preference, the applicant must include verification that it is registered with the Indiana Veterans Business Enterprise program. These forms, where appropriate, can be found on the Indiana Commission on Public Records Forms.IN.gov Web page or via email upon request.
3. Narrative Work Plan. This document, a maximum of 10 pages in length, must conform to the following outline:
  - a. *Project Title.*
  - b. *Title of DieselWise Indiana Solicitation from which Funds are being Requested.*
  - c. *Category:* Each project proposal must clearly identify which of the diesel emission reduction project categories the applicant wishes to pursue as defined in Section I, B of this grant announcement.
  - d. *Grantee Information:* Include applicant (organization) name, address, contact person, phone number, fax, and e-mail address.

- e. *General Fleet Information:* How many vehicles will be improved, current mileage or operating hours, estimated monthly operating hours, estimated monthly idle time, estimated monthly fuel consumption, estimated monthly use (in miles or hours), vehicle make, vehicle model year, and estimated years to remain in the active fleet.
- f. *Funding Requested:* Specify the amount of monies being requested from DieselWise Indiana.
- g. *Total Project Cost:* Specify total cost of the project (including DieselWise Indiana funding and cost-share). Identify funding from other sources including any in-kind resources.
- h. *Project Period:* Provide beginning and ending dates (for planning purposes, Grantees should assume funds will be available by no later than 90 days after notification of award). All projects must be completed no later than September 30, 2017.
- i. *Project Description:* Explicit description of how the proposed project meets the category-specific guidelines established in Section I, B, Scope of Work, to include:
  - i. A detailed project summary, description of specific actions and methods to be undertaken, and the estimated timeline for each project.
  - ii. An explanation of how the project benefits air quality for citizens of Indiana, including an estimate (including explanation of stated estimate) of the number of citizens positively affected.
  - iii. A plan for tracking and measuring the progress toward achieving the anticipated outcomes identified in Section I, D of this announcement.
  - iv. An explanation of how project success will be evaluated.
  - v. A detailed summary describing the physical location(s) where diesel equipment operation occurs (i.e. place of business, warehouse(s), truck routes, etc.) and the hours per month operation occurs.
  - vi. A description of the roles of the Grantee and partners, if any.
  - vii. Contact information for all key personnel.
  - viii. To the extent not covered above, information to address the evaluation criteria listed in Section V.

- ix. A detailed itemized budget specifying the project costs that will be incurred by the applicant (to include DieselWise Indiana funds as well as cost-share and in-kind).
- x. A detailed fleet description of the vehicles to be improved through this grant program. This information must be provided by completing the DieselWise Indiana Fleet Sheet (DIFS). Information included in the DIFS will not count towards the 10-page limit of the narrative work plan.

### **C. Submission Methods and Deadlines**

1. Grant applications may be submitted via postal or express overnight mail, or electronically. Grant applications submitted via postal or express overnight mail must be post marked by the closing date. Electronic grant applications must be submitted in Microsoft Word or PDF format to Mr. Shawn M. Seals at [SSeals@idem.IN.gov](mailto:SSeals@idem.IN.gov). Electronic submissions will be considered timely upon receipt, not transmission. An e-mail response confirming receipt of electronic proposals will be provided on or before the closing date when possible. Facsimile and late submissions will not be accepted.
2. DieselWise Indiana highly recommends that applicants who do not submit their grant applications electronically use a service that requires IDEM to sign off when receiving the application. Grant applications should be sent to:

**Indiana Department of Environmental Management**  
**Attn: Mr. Shawn M. Seals, DieselWise Indiana**  
**100 North Senate Avenue**  
**Mail Code 61-50 IGCN 1003**  
**Indianapolis, IN 46204-2251**

3. DieselWise Indiana proposes the following estimated timeline:

<b>Project Milestone</b>	<b>Approximate Date of Completion</b>	<b>Approximate Accumulated Time from Web Posting</b>
Proposal Receipt Deadline	December 15, 2016	6 Weeks
Proposal Review, Prioritization, and Selection	December 31, 2016	8 Weeks
Selected Proposal Notification	January 13, 2017	10 Weeks
Grant Agreements Fully Executed	February 28, 2017	16 Weeks



Projects Complete and Fully Implemented	September 30, 2017	48 Weeks
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## Section V – Application Review Information

Each eligible application will be evaluated according to the criteria set forth below. Applications that directly and explicitly address these criteria will have a greater likelihood of being selected for an award. Each application will be rated under a points system, with a total of 100 points possible. An additional 5 points are possible for Indiana owned and operated enterprises, as well as an additional 5 points for a commitment to purchase and install equipment with a direct Indiana business benefit. Projects will be evaluated and scored based on the following criteria:

### Evaluation Criteria

Criteria	Points
Project's total emission reduction potential (based on type of project and/or the use of vehicle).	25
Level of commitment from the equipment owner/operator. This includes the willingness of the owner/operator to provide a financial match to leverage grant funds and/or provide an in-kind match, as well as a documented commitment to ensure project goals are met.	25
Proximity to sensitive populations such as daycare facilities, schools, nursing homes, and residential areas.	15
Term remaining of useful vehicle life.	15
Reduction in fuel and oil consumption and other fluid or solid wastes from idling diesel engines.	15
Willingness to establish and enforce an Idle Restriction and Use Policy to maximize the use of onroad or nonroad idle reduction technologies and exhaust retrofit technologies.	5
BONUS: Bonus points will be provided to Indiana owned and operated business enterprises (include Indiana Economic Impact documentation).	5
BONUS: Active participant in the State of Indiana Minority/Women/Veterans Business Enterprise Participation Plan (include MBE/WBE/VBE documentation).	5

### Disclaimer

The Indiana Department of Environmental Management accepts no obligation for costs incurred by the applicant in anticipation of being awarded a grant. The State creates no obligation expressed or implied by issuing this Grant Announcement for Solicitation of Clean Diesel Projects Across Indiana or by receipt of any projects submitted. The award

of any grant monies shall be at the sole discretion of DieselWise Indiana. Neither this grant announcement nor any response resulting from this announcement is to be construed as a legal offer.

Questions regarding this Grant Announcement for Solicitation of Clean Diesel Projects Across Indiana may be directed to Mr. Shawn M. Seals at (317) 233-0425 or [SSeals@idem.IN.gov](mailto:SSeals@idem.IN.gov).

## **Section VI – Proposal Submission Checklist**

The grant application package ***must*** include all of the following materials. Use this checklist to ensure that all required materials have been included in your grant application package.

- ☐ State Form 53788 – Vendor Information (not included in page limit)
- ☐ MBE/WBE/VBE Commitment Form
- ☐ State Form 51778 – Indiana Economic Impact Form
- ☐ DieselWise Indiana Fleet Sheet (not included in page limit)
- ☐ Project Narrative (no more than 10 pages)
  - ☐ Signed Cover Letter
  - ☐ Work Plan (see Section IV, B for detailed requirements)
- ☐ Cost-Share Commitment Letters, if applicable (not included in page limit)

## **Appendix A – Current Grant Agreement Example**

The language included in the following Grant Agreement example is current at the time of this solicitation. However, it should be noted, that the State of Indiana regularly makes revisions to legal documents such as these and that the language included in this example is subject to change.

### **GRANT AGREEMENT**

**EDS # TBD**

This Grant Agreement (this “Grant Agreement”), entered into by and between the Indiana Department of Environmental Management (the “State”) and **GRANTEE NAME** (the “Grantee”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

#### **1. Purpose of this Grant Agreement; Grant Funds.**

The purpose of this Grant Agreement is to enable the State to award a grant of **AMOUNT OF AWARD** to the Grantee for eligible costs of the services or project (the “Project”) described in Exhibits A and B of this Grant Agreement, which are incorporated fully by reference. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code IC 13-17-3-9 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

#### **2. Representations and Warranties of the Grantee.**

- A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its grant application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.
- B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term “principal” for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

#### **3. Implementation of and Reporting on the Project.**

- A. The Grantee shall implement and complete the Project in accordance with Exhibits A and C and with the plans and specifications contained in its Grant Application, which

is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

- B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on an as requested basis and shall contain such detail of progress or performance on the Project as is requested by the State.

**4. Term.** This Grant Agreement commences on the date of the last signatory and shall remain in effect through **EXPIRATION DATE (VARIES DEPENDING UPON FUNDING SOURCE)**. Unless otherwise provided herein, it may be extended or renewed upon the written agreement of the parties and in conformance with IC §5-22-17-4, and as permitted by the state or federal law governing this Grant.

#### **5. Grant Funding.**

- A. The State shall fund this grant in the amount of **AMOUNT OF AWARD**. The approved Project Budget is set forth as Exhibit B of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.
- B. The disbursement of grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

#### **6. Payment of Claims.**

- A. Unless otherwise authorized by statute and agreed to in this Grant Agreement, all payments shall be made 35 days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Grantee in writing. If advance payment of a portion of the grant funds is permitted by statute, and the State agrees to provide such advance payment, it shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures.
- B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.
- C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

- D. Claims shall be submitted to the State within thirty (30) calendar days following the end of the month in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than thirty (30) calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within sixty (60) calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly only basis. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended grant funds must be returned to the State.
- E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

**7. Project Monitoring by the State.** The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in Exhibit A, the grant application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in Exhibit B and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

**8. Audits and Maintenance of Records.**

- A. Grantee shall submit to an audit of funds paid through this Grant Agreement, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.
- B. If required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Grant Agreement, the Grantee shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Grant Agreement. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial

Assistance from Governmental Sources,” and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The Grantee is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Grant Agreement. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Grantee's fiscal year. The Grantee agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the Grantee, and not of a parent, member, or subsidiary corporation of the Grantee, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State. The audit shall include a statement from the Auditor that the Auditor has reviewed this Grant Agreement and that the Grantee is not out of compliance with the financial aspects of this Grant Agreement.

## **9. Compliance with Laws.**

- A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.
- B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, et seq., IC §4-2-7, et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under other applicable laws.
- C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.
- D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A

determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

- E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.
- F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- G. As required by IC §5-22-3-7:

(1) The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

- (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
- (ii) IC §24-5-12 [Telephone Solicitations]; or
- (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement even if IC §24-4.7 is preempted by federal law.

**10. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.



In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**11. Employment Eligibility Verification.** As required by IC §22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is

participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

**12. Funding Cancellation.** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**13. Governing Law.** This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

**14. Information Technology Accessibility Standards.** Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

**15. Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.

**16. Notice to Parties.** Whenever any notice, statement or other communication is required under this Grant, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Shawn M. Seals  
Senior Environmental Manager  
Indiana Department of Environmental Management  
Office of Air Quality - Mail Code 61-50  
100 North Senate Avenue  
Indianapolis, IN 46204-2251  
Phone: (317) 233-0425  
Fax: (317) 233-5967  
Email: [SSeals@idem.in.gov](mailto:SSeals@idem.in.gov)

B. Notices to the Grantee shall be sent to:

**CONTACT NAME**  
**CONTACT BUSINESS TITLE**  
**COMPANY NAME**  
**COMPANY STREET ADDRESS**  
**COMPANY CITY, STATE, AND ZIP CODE**  
**CONTACT PHONE NUMBER**  
**CONTACT EMAIL ADDRESS**

C. As required by IC §4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

**17. Order of Precedence.** Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal law or other controlling document described in paragraph 20, below; (2) this Grant Agreement, (3) exhibits prepared by the State, (4) exhibits prepared by Grantee; (5) Invitation to Apply for Grant; and (6) the Grant Application.

**18. Termination for Breach.**

- A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.
- B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

**19. Termination for Convenience.** Unless prohibited by a statute or regulation relating to the award of the grant, this Grant Agreement may be terminated, in whole or in part, by the State

whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

**20. Federal and State Third-Party Contract Provisions.** If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors, shall comply with the federal grant / contract provisions attached as Exhibit D and incorporated fully herein.

**21. State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified or changed the State's Boilerplate clauses (as defined in the 2012 OAG/IDOA *Professional Services Contract Manual*) in any way except for the following clauses which are named below:

**Non-Collusion, Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof.

**THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.**

**In Witness Whereof**, Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below hereby agree to the terms hereof.

**COMPANY NAME**

By: \_\_\_\_\_

\_\_\_\_\_  
Name and Title, Printed

Date: \_\_\_\_\_

Indiana Department of  
Environmental Management

By: \_\_\_\_\_

Carol S. Comer, Commissioner

Date: \_\_\_\_\_

**Approved by:**

Indiana Office of Technology  
(Designate as NA if appropriate)

By: \_\_\_\_\_

Paul Baltzell, CIO

Date: \_\_\_\_\_

**Approved by:**

Indiana Department of Administration

By: \_\_\_\_\_

Jessica Robertson, Commissioner

Date: \_\_\_\_\_

**Approved by:**

State Budget Agency

By: \_\_\_\_\_

Christopher D. Atkins, Director

Date: \_\_\_\_\_

**Approved by:**

Office of Indiana Attorney General

By: \_\_\_\_\_

Gregory F. Zoeller, Attorney General

Date: \_\_\_\_\_

## **Exhibit A: Scope of Work**

### **Duties of Grantee**

#### **1. Project Objective**

The objective of this Grant is to significantly reduce emissions from diesel powered equipment owned and operated by **COMPANY NAME**.

#### **2. Scope of Work**

The Grantee shall do the following:

##### **Task A: Purchase, Installation, Operation and Maintenance of Emission Reduction Technologies**

The Grantee shall purchase, install and maintain emission reduction technologies that are certified and/or verified by the California Air Resources Board and/or the United States Environmental Protection Agency (U.S. EPA). The Grantee shall own, operate and maintain these emission reduction technologies for a minimum of three (3) years following the date of purchase. This task shall include a minimum of the following:

- **PROJECT-RELATED DETAILS (INCLUDING NUMBER AND TYPE OF EQUIPMENT BEING COVERED THROUGH THIS AWARD) AND REQUIREMENTS**

#### **The Following Tasks are Non-Budgetary Items**

##### **Task B: Diesel Emission Reduction Technology Coordination**

Grantee shall provide the following services:

1. Assist with identifying environmental projects in the surrounding area.
2. Assist with outreach for on-site industry and local community.
3. Locate vendors for intended emission reduction technologies.
4. Coordinate with vendors on the installation and/or addition of emission reduction technologies.
5. Assist IDEM with the preparation of documentation for IDEM to submit to U.S. EPA, through progress reports as detailed in Task C of this Exhibit and submittal a final report summarizing the results of the project.

##### **Task C: Progress Reports**

The Grantee understands that IDEM is responsible for regular reporting to U.S. EPA. As such, the Grantee shall provide written progress reports as required in accordance with Section 3(B) of this Grant Agreement within ten (10) business days of the request.

These progress reports will include, but are not limited to the following:

- United States Congressional District for Grantee physical location
- Physical location of diesel emission reduction project

- United States Congressional District for project physical location
- Grant award Electronic Data System (EDS) number
- Original total grant amount
- Cumulative grant amount reimbursed
- Completion status of project (i.e. 0% complete, 25% complete, 50% complete, 100% complete)

#### Task D: Final Report

The Grantee shall submit a Final Report covering the successes and failures of this program ten (10) business days before the expiration of this Grant Agreement.

### **Exhibit B: Project Budget**

#### **Grant Budget Details:**

The Grantee is being awarded an amount not to exceed **AMOUNT OF AWARD**. This amount is to be paid in arrears upon submittal of invoice verifying purchase and installation of equipment identified in Exhibit A in addition to verification of Grantee cash match as a ratio of grant amount as detailed in Grantee's application to IDEM.

### **Budget Summary**

<b>Description</b>	<b>Grant Not to Exceed Totals</b>	<b>Grantee No Less than Totals *</b>	<b>Project Total</b>
Task A  To include <b>PROJECT-RELATED DETAILS AND REQUIREMENTS</b>	<b>AMOUNT OF AWARD</b>	<b>AMOUNT OF GRANTEE MATCH</b>	<b>AMOUNT OF TOTAL PROJECT</b>
Task B	\$0	\$0	\$0
Task C	\$0	\$0	\$0
Task D	\$0	\$0	\$0
<b>TOTALS</b>	<b>AMOUNT OF AWARD</b>	<b>AMOUNT OF GRANTEE MATCH</b>	<b>AMOUNT OF TOTAL PROJECT</b>

\* In accordance with cash match commitments made in grant application, Grantee shall provide a cash and in-kind match at a ratio of approximately **TBD** Grantee dollars for every 1.00 DieselWise Indiana grant dollar.

## Exhibit C: Project Schedule

### Proposed Project Schedule

The Grantee shall perform the various duties outlined in the timeline in order to complete this solicitation by **EXPIRATION DATE (VARIES DEPENDING UPON FUNDING SOURCE)**. All schedule dates commence on the date of full Grant Agreement execution.

Task	Task Description	Deliverable
Task A	Project complete	<b>VARIES ACCORDING TO FUNDING SOURCE</b>
Task B (1)	Assist with identifying additional stakeholders for this or future environmental projects in the surrounding area.	Ongoing
Task B (2)	Assist with outreach for on-site industry and local community.	Ongoing
Task B (3)	Locate appropriate vendors for intended emission reduction technologies.	<b>TBD</b>
Task B (4)	Coordinate the installation of emission reduction technologies.	<b>TBD</b>
Task B (5)	Assist IDEM with the preparation of documentation for IDEM to submit to U.S. EPA, including a final report summarizing the results of the project.	Ongoing
Task C	The Grantee shall provide written progress reports	Ongoing
Task D	Final report on project successes and failures	<b>VARIES ACCORDING TO FUNDING SOURCE</b>

Note: This proposed schedule is subject to change due to purchase and/or installation schedules of the appropriate technology providers and product availability. Any deviations from this proposed schedule must be approved in writing by State contact listed in Section 16(A).

## Exhibit D: Federal/State Reporting

The requirements set forth in this Exhibit are applicable to this Grant Agreement.

USEPA has awarded monies to the State for the purpose of reducing emissions from diesel-powered equipment. In accordance with the financial agreement between USEPA and the State, any sub recipient of the monies must provide the information listed below to the State unless an exemption applies.

Because this Grant Agreement is funded with monies received from USEPA, the Grantee must provide the information requested below to the State within the time frames listed below or



provide a signed statement detailing why an exemption listed below applies. The Grantee shall maintain the information as required below.

1. Central Contractor Registration (CCR)

Unless the Grantee is exempted from this requirement under 2 CFR 25.110, it, as the sub recipient of federal funds, must maintain the currency of its information in the CCR. The Grantee shall review and update the information at least annually after the initial registration and more frequently if required by changes in its information.

2. Data Universal Numbering System (DUNS) Numbers

The Grantee shall provide its number to the State.

3. Executive Compensation

The Grantee, as a first tier sub recipient of more than \$25,000 of federal funds that are not Recovery funds from the American Recovery and Reinvestment Act of 2009, must report to the State the names and total compensation of each of its five most highly compensated executives for its preceding fiscal year if the following conditions apply:

a.) In the Grantee's preceding fiscal year, it received—

- (i.) Eighty (80) percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act as defined at 2 CFR 170.320 (and subawards); and
- (ii.) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- (iii.) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15 (d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

Time frames for providing the information listed above are as follows:

The Grantee shall be registered with the CCR and provide its DUNS number to the State upon execution of the Grant Agreement. The Grantee shall provide the sub recipient executive total

compensation listed above to the State by the end of the month following the month during which the award is made.